

# STATE OF MONTANA TERM CONTRACT

Department Of Administration  
State Procurement Bureau  
165 Mitchell Building  
PO Box 200135  
Helena MT 59620-0135

Phone: (406) 444-2575 Fax: (406) 444-2529

## T.C. # SPB02-27B WIRELESS TELECOMMUNICATIONS EQUIPMENT This is a non-exclusive contract.

CONTRACT PERIOD	FROM	August 1, 2005	CONTRACT YEAR	NEW ( )
	TO	July 31, 2006		3 <sup>rd</sup> RENEWAL, 5 <sup>th</sup> YEAR
VENDOR ADDRESS	Information Systems of Montana 639 Helena Avenue Suite C Helena, MT 59601		ORDER ADDRESS	Information Systems of Montana 639 Helena Avenue Suite C Helena, MT 59601
ATTN:	Michael M. Marlow		ATTN:	Michael M. Marlow
PHONE:	406-443-8386		PHONE:	406-443-8386
FAX:	406-443-8323		FAX:	406-443-8323

PRICES: Per Contract

DELIVERY: Per Contract

F.O.B.: Per Contract

TERMS: Per Contract

### REMARKS:

All requests for wireless telecommunication equipment must be approved and coordinated by the Information Technology Services Division. Contact Steve Noland at 444-3344 for assistance.

IFB/RFP No.:	Brad Sanders, Contracts Officer
SPB02-27B	

**AUTHORIZED SIGNATURE/DATE**

# STATE OF MONTANA - TERM CONTRACT

## Standard Terms and Conditions

**By submitting a bid or proposal, or acceptance of a contract, the vendor agrees to the following binding provisions:**

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**AUTHORITY:** The following bid/request for proposal or contract is issued in accordance with Title 18, Montana Code Annotated, and the Administrative Rules of Montana, Title 2, chapter 5.

**CERTIFICATE OF AUTHORITY TO TRANSACT BUSINESS:** Any business entity, domestic or foreign, intending to transact business in Montana must apply for authority to do so with the Montana Secretary of State. Foreign business entities are obligated to determine whether they are transacting business in Montana, in accordance with sections 35-1-1026 and 35-8-1001, MCA, and if so, must apply for and receive a certificate of authority and continue to be in good standing with the Secretary of State for the duration of the contract. Violation of these requirements may void the contract. Proof of authority is required. Questions or registration may be accomplished by contacting the Secretary of State at (406) 444-3665 or by e-mail at [sos@state.mt.us](mailto:sos@state.mt.us).

**SHIPPING:** Supplies shall be shipped prepaid, F.O.B. Destination, unless the contract specifies otherwise.

**TAX EXEMPTION:** The State of Montana is exempt from Federal Excise Taxes (#81-0302402).

**VENUE:** This solicitation is governed by the laws of Montana. The parties agree that any litigation concerning this bid, request for proposal, or subsequent contract, must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees. (Mont. Code Ann. § 18-1-401.)

**DISABILITY ACCOMMODATIONS:** The State of Montana does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services, or activities. Individuals, who need aids, alternative document formats, or services for effective communications or other disability-related accommodations in the programs and services offered, are invited to make their needs and preferences known to this office. Interested parties should provide as much advance notice as possible.

**COMPLIANCE WITH LAWS:** The contractor must, in performance of work under the contract, fully comply with all applicable federal, state, or local laws, rules and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the contractor subjects subcontractors to the same provision. In accordance with section 49-3-207, MCA, the contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract.

**HOLD HARMLESS/INDEMNIFICATION:** The contractor agrees to protect, defend, and save the State, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of the contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the contractor and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of the State, under this agreement.

**ACCESS AND RETENTION OF RECORDS:** The contractor agrees to provide the department, Legislative Auditor, or their authorized agents, access to any records necessary to determine contract compliance (Mont. Code Ann. § 18-1-118). The contractor agrees to create and retain records supporting the services rendered or supplies delivered for a period of three years after either the completion date of the contract or the conclusion of any claim, litigation, or exception relating to the contract taken by the State of Montana or third party.

**INTELLECTUAL PROPERTY:** All patents and other legal rights in or to inventions arising out of activities funded in whole or in part by the contract must be available to the State for royalty-free and nonexclusive licensing. The contractor shall notify the State in writing of any invention conceived or reduced to practice in the course of performance of the contract. The State shall have a royalty-free, nonexclusive, and irrevocable right to reproduce, publish or otherwise use and authorize others to use, copyrightable property created under the contract.

**UNAVAILABILITY OF FUNDING:** The contracting agency, at its sole discretion, may terminate or reduce the scope of the contract if available funding is reduced for any reason. (Mont. Code Ann. § 18-4-313 (3).)

**FACSIMILE RESPONSES:** Facsimile responses will be accepted for Invitation for Bids ONLY if they are completely received by the State Procurement Bureau prior to the time set for receipt of bids. Bids, or portions thereof, received after the due time will not be considered. Facsimile responses to Requests for Proposals are ONLY accepted on an exception basis with prior approval of the procurement officer.

**WARRANTIES:** The contractor warrants that items offered will conform to the specifications requested, to be fit and sufficient for the purpose manufactured, of good material and workmanship and free from defect. Items offered must be new and unused and of the latest model or manufacture, unless otherwise specified by the State. They shall be equal in quality and performance to those indicated herein. Descriptions used herein are specified solely for the purpose of indicating standards of quality, performance and/or use desired. Exceptions will be rejected.

**ACCEPTANCE/REJECTION OF BIDS OR PROPOSALS:** The State reserves the right to accept or reject any or all bids or proposals, wholly or in part, and to make awards in any manner deemed in the best interest of the State. Bids and proposals will be firm for 30 days, unless stated otherwise in the text of the invitation for bid or request for proposal.

**MONTANA PREFERENCES:** Public agencies are required by law to apply a 3-5% preference to bids submitted by Montana residents for the purchase of goods. (Preferences are not applied to Requests for Proposals, Term Contract Bids, for "services," or if federal funds are involved.) Bidders claiming this preference must have a current affidavit on file with the department, or submit one with the bid, in order to qualify for the preference. For complete information and affidavit forms, see [www.state.mt.us/doa/ppd/resaffid.pdf](http://www.state.mt.us/doa/ppd/resaffid.pdf). (Mont. Code Ann. §§ 18-1-102, 18-1-103, 18-1-113 and ARM 2.5.403.) In addition, Montana-made products are preferred for use in a contract if such goods are comparable in price and quality. (Mont. Code Ann. § 18-1-112.)

**FAILURE TO HONOR BID/PROPOSAL:** If a bidder/offeror to whom a contract is awarded refuses to accept the award (PO/contract) or, fails to deliver in accordance with the contract terms and conditions, the department may, in its discretion, suspend the bidder/offeror for a period of time from entering into any contracts with the State of Montana.

**CONFORMANCE WITH CONTRACT:** No alteration of the terms, conditions, delivery, price, quality, quantities, or specifications of the contract shall be granted without prior written consent of the State Procurement Bureau. Supplies delivered which do not conform to the contract terms, conditions, and specifications may be rejected and returned at the contractor's expense.

**REFERENCE TO CONTRACT:** The contract (Purchase Order) number MUST appear on all invoices, packing lists, packages and correspondence pertaining to the contract.

**PAYMENT TERM:** All payment terms will be computed from the date of delivery of supplies or services OR receipt of a properly executed invoice, whichever is later. Unless otherwise noted, the State is allowed 30 days to pay such invoices.

**TERMINATION OF CONTRACT:** Unless otherwise stated, the State may, by written notice to the contractor, terminate the contract in whole or in part at any time the contractor fails to perform the contract.

**ASSIGNMENT, TRANSFER AND SUBCONTRACTING:** The contractor shall not assign, transfer or subcontract any portion of the contract without the express written consent of the department. (Mont. Code Ann. § 18-4-141.)

**SEPARABILITY CLAUSE:** A declaration by any court, or any other binding legal source, that any provision of the contract is illegal and void shall not affect the legality and enforceability of any other provision of the contract, unless the provisions are mutually dependent.

**DEBARMENT:** The contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the contractor cannot certify this statement, attach a written explanation for review by the State.

**LATE BIDS AND PROPOSALS:** Regardless of cause, late bids and proposals will not be accepted and will automatically be disqualified from further consideration. It shall be solely the vendor's risk to assure delivery at the designated office by the designated time. Late bids and proposals will not be opened and may be returned to the vendor at the expense of the vendor or destroyed if requested.

**SOLICITATION DOCUMENT EXAMINATION:** Vendors shall promptly notify the State of any ambiguity, inconsistency, or error, which they may discover upon examination of a solicitation document.

**TECHNOLOGY ACCESS FOR BLIND OR VISUALLY IMPAIRED:** Contractor acknowledges that no state funds may be expended for the purchase of information technology equipment and software for use by employees, program participants, or members of the public unless it provides blind or visually impaired individuals with access, including interactive use of the equipment and services, that is equivalent to that provided to individuals who are not blind or visually impaired. (2001 Mont. Laws, ch. 429.) Contact the State Procurement Bureau at (406) 444-2575 for more information concerning nonvisual access standards.

**U.S. FUNDS:** All prices and payments must be in U.S. dollars.

1. PARTIES

THIS CONTRACT, is entered into by and between the State of Montana, Department of Administration, Information Technology Services Division (ITSD), (hereinafter referred to as "State"), whose address and phone number are Room 229 Mitchell Building, Helena, Montana 59620-0113 and 406-444-2700, and Information Systems of Montana (hereinafter referred to as the "Contractor"), whose nine (9) digit Federal ID Number, address and phone number are 81-0472026, 639 Helena Avenue, Suite C, Helena, MT 59601 and 406-443-8386.

THE PARTIES AGREE AS FOLLOWS:

2. EFFECTIVE DATE, DURATION AND RENEWAL

- (a) This contract (#01-004) took effect on August 1, 2001. This contract is renewed for the period of August 1, 2005 through July 31, 2006. This is the 3<sup>rd</sup> renewal 5<sup>th</sup> year of the contract.
- (b) This contract may, upon mutual agreement between the parties and according to the terms of the existing contract, be extended in one (1) year intervals, or any interval that is advantageous to the State.

3. SERVICES AND/OR SUPPLIES

Contractor agrees to provide to ITSD the Wireless Telecommunications Equipment, Installation, Warranty and Maintenance statewide (hereinafter "Services and/or Supplies"): The wireless telecommunications equipment will be ordered by State agencies on an as-needed basis for wireless telecommunications projects, with the capability for installation, warranty and maintenance.

See Attachment A for Equipment Purchase, Installation, Warranty and Maintenance information.

It is the State's intent to pay for maintenance on the current systems on a time and materials basis (hourly maintenance rate), however the State reserves the right to pay on a fixed monthly rate, as bid in Attachment C, if desired.

4. CONSIDERATION/PAYMENT

- (a) In consideration for the services and/or supplies to be provided, ITSD will pay within 30 days following a 30-day acceptance period, commencing the date the services and/or supplies are installed and operational.
- (b) ITSD may withhold payments to the contractor if the contractor has not performed in accordance with this contract. Such withholding cannot be greater than the additional costs to ITSD caused by the lack of performance.

5. ACCESS AND RETENTION OF RECORDS

- (a) The Contractor agrees to provide ITSD, Legislative Auditor or their authorized agents access to any records necessary to determine contract compliance. (Ref: 18-1-118, MCA)
- (b) The Contractor agrees to create and retain records supporting the services rendered or supplies delivered for a period of three years with either the completion date of this contract or the conclusion of any claim, litigation or exception relating to this contract taken by the State of Montana or a third party.

6. ASSIGNMENT, TRANSFER AND SUBCONTRACTING

The Contractor shall not assign, transfer or subcontract any portion of this contract without the express written consent of ITSD. (Montana Code Annotated § 18-4-141.)

7. FAVORABLE PRICES

Contractor agrees that, through the term of the initial contract and any agreed-upon extension, ITSD will be entitled to any lower prices made available to any other customer of comparable volume.

8. HOLD HARMLESS/INDEMNIFICATION

The Contractor agrees to protect, defend, and save the State, its elected and appointed officials, agents and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, and causes of action of any kind or character, including the cost of defense, arising in favor of the contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed, or omissions of services or in any way resulting from the acts or omission of the contractor and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of the State, under this contract.

9. TAX EXEMPTION

The State of Montana is exempt from Federal Excise Taxes (#81-0302402).

10. CONTRACT PERFORMANCE SECURITY

Contract performance security in the form of performance in the amount of \$50,000 has been received by the State Procurement Bureau and will be returned to the contractor after successful completion of the contract. This security must remain in effect for the entire contract period including any extensions.

11. INSURANCE

**General Requirements:** The Contractor shall maintain for the duration of the contract, at its cost, and expense, insurance against claims for injuries to persons or damages to property, including contractual liability which may arise from or in connection with the performance of work by the contractor, agents, employees, assigns, or subcontractors.

This insurance shall cover such claims as may be caused by any negligent act, or omission.

**Primary Requirements:** The Contractor's insurance coverage shall be primary insurance as respect to the State, its officers, officials, employees, and volunteers and shall apply separately to each project or location. Any insurance or self-insurance maintained by the State, its officers, officials, employees or volunteers shall be excess of the contractor's insurance and shall not contribute with it.

**Specific Requirements for Commercial General Liability:** The Contractor shall purchase and maintain Occurrence coverage with combined single limits for bodily injury, personal injury and property damage of \$1,000,000 per occurrence and \$2,000,000 aggregate per year to cover such claims as may be caused by any act, omission, or negligence of the contractor or its officers, agents, representatives, assigns, or subcontractors.

**Additional Insured Status:** The State, its officers, officials, employees, and volunteers are to be covered as additional insureds; for liability arising out of activities performed by or on behalf of the contractor, including the insured's general supervision of the contractor; products and completed operations, premises owned, leased, occupied, or used.

**Specific Requirements for Automobile- Liability:** The Contractor shall purchase and maintain Occurrence coverage with combined single limits for bodily injury, personal injury and property damage of \$1,000,000 per occurrence and \$2,000,000 aggregate per year to cover such claims as may be caused by any act, omission, or negligence of the contractor or its officers, agents, representatives, assigns, or subcontractors.

**Additional Insured Status:** The State, its officers, officials, employees, and volunteers are to be covered as additional insureds for automobiles leased, hired, or borrowed by the contractor.

**Deductibles and Self-Insured Retentions:** Any deductible or self-insured retention must be declared to and approved by the state agency. At the request of the agency either: 1) The insured shall reduce or eliminate such deductibles or self-insured retentions as respect to the State, its officers, officials, employees, and volunteers, or: 2) The contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

**Certificate of Insurance/Endorsements:** A certificate of insurance, indicating compliance with the required coverages, has been received by the State Procurement Bureau. The Contractor must notify the State immediately, of any material change in insurance coverage, such as changes in limits, coverage, change in status of policy, etc.

## 12. WORKERS/COMPENSATION/INDEPENDENT CONTRACTOR

Contractors are required to maintain Workers' Compensation or an Independent Contractors Exemption covering the contractor and/or employees while performing work for the State of Montana in accordance with Section 39-71-120/401/405, MCA. Neither the contractor nor its employees are employees of the State. This insurance/exemption must be valid for the entire contract period.

13. INTELLECTUAL PROPERTY

- (a) All patents and other legal rights in or to inventions arising out of activities funded in whole or in part by this contract must be available to the State for royalty-free and nonexclusive licensing. The Contractor shall notify the State in writing of any invention conceived or reduced to practice in the course of performance of this contract.
- (b) The State shall have a royalty-free, nonexclusive, and irrevocable right to reproduce, publish or otherwise use and authorize others to use, copyrightable property created under this contract.

14. COMPLIANCE WITH LAWS

The contractor must, in performance of work under this contract, fully comply with all applicable federal, state, or local laws, rules, and regulations including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the contractor subjects subcontractors to the same provision. In accordance with Section 49-3-207, MCA, the contractor agrees that the hiring of persons to perform this contract will be made on the basis of merit and qualifications and there will be no discrimination based upon of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract.

15. CONTRACT TERMINATION

- (a) Unless otherwise stated, ITSD may, by written notice to the contractor, terminate this contract in whole or in part at any time the contractor fails to perform this contract.
- (b) ITSD, at its sole discretion, may terminate or reduce the scope of this contract if available funding is reduced for any reason. (Montana Code Annotated § 18-4-313(3).)

16. LIAISON AND SERVICE OF NOTICES

Written notices or complaints will first be directed to the liaison.

Contractor Liaison:

Michael Marlow  
Information Systems of Montana  
639 Helena Avenue, Suite C  
Helena, MT 59601  
406-443-8386  
406-443-8323 (Fax #)



ITSD Liaison:

Steve Noland  
Chief, Network Technology Services Bureau  
Information Technology Services Division  
Room 229, Mitchell Building  
Helena, MT 59620-0113  
Telephone: (406) 444-3344  
Fax: (406) 444-5545

- (c) Contract Management Liaison. This Contract is managed by the Information Technology Services Division of the Department of Administration for the State of Montana in accordance with 2-17-501, MCA. Contract management inquiries and problems should be addressed to:

Jim White  
Chief, IT Procurement Services Bureau  
Information Technology Services Division  
Mitchell Bldg., Room 229  
Helena, MT 59620-0113  
Telephone: (406) 444-2516  
Fax: (406) 444-2701

17. MEETINGS

The Contractor is required to meet with ITSD personnel, or designated representatives, to resolve technical or contractual problems that may occur during the term of the contract. Meetings will occur as problems arise and will be coordinated by ITSD. The Contractor will be given a minimum of three (3) full working days notice of meeting date, time, and location. Face to face meetings are desired. However, at the Contractor's option and expense, a conference call meeting may be substituted. Consistent failure to participate in problem resolution meetings (two (2) consecutive missed or rescheduled meetings), or to make a good faith effort to resolve problems, may result in termination of the contract.

18. PROJECT MANAGEMENT AND IMPLEMENTATION

All project management and coordination on behalf of ITSD shall be through a single point of contact designated as the ITSD Project Manager. Contractor shall designate a Contractor Project Manager who will provide the single point of contact for management and coordination of Contractor's work. All work performed pursuant to this contract shall be coordinated between the ITSD Project Manager and the Contractor Project Manager.

Barry Wall will be the ITSD Project Manager.  
Todd Wiley will be the Contractor Project Manager.

ITSD Project Manager/Contractor Project Manager may not be changed without the written consent of the other Party, which consent may not be unduly or unreasonably withheld.

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### 19. CHOICE OF LAW AND VENUE

This contract is governed by the laws of Montana. The parties agree that any litigation concerning this bid, request for proposal, or subsequent contract, must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees. (See Montana Code Annotated § 18-1-401).

### 20. NON-EXCLUSIVE CONTRACT

The intent of this contract is to provide state agencies with an expedited means of procuring supplies and/or services. This contract is for the convenience of state agencies and is considered by the State Procurement Bureau to be a "Non-exclusive" use contract. Therefore, agencies may obtain this product/service from sources other than the contract holder(s) as long as they comply with Title 18, MCA, and their delegation agreement. The State Procurement Bureau does not guarantee any usage.

### 21. SCOPE, AMENDMENT AND INTERPRETATION

(a) This contract consists of 10 numbered pages, Attachments A, B and C as required, SPB02-27B as amended and the Contractor's response as amended. In the case of dispute or ambiguity about the minimum levels of performance by the Contractor the order of precedence of document interpretation is in the same order.

(b) These documents contain the entire agreement of the parties. Any enlargement, alteration or modification requires a written amendment signed by both parties.

### 22. EXECUTION

The parties through their authorized agents have executed this contract on the dates set out below:

MONTANA DEPARTMENT OF  
ADMINISTRATION

INFORMATION SYSTEMS OF MONTANA  
639 HELENA AVENUE SUITE C  
HELENA, MT 59601  
FEDERAL ID # 81-0472026

BY: \_\_\_\_\_  
Jeff Brandt  
Acting Chief Information Officer  
Information Technology Services Division

BY: \_\_\_\_\_  
Michael Marlow  
Sales and Support Manager

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

Approved as to form and legal content:

\_\_\_\_\_  
Legal Counsel (Date)  
Department of Administration

**ATTACHMENT A**

**EQUIPMENT PURCHASE, INSTALLATION, WARRANTY AND MAINTENANCE**

1. GENERAL

- A). Adequate installation and maintenance for the term of the contract, as specified, is considered crucial to the contract for the Wireless Telecommunications Equipment.
- B). The Contractor agrees to maintain the equipment bid for the initial two (2) year period and eight (8) additional years through annual renewals of a maintenance agreement.
- C). The Contractor agrees that the requirements of this contract, Equipment Purchase, Installation, Warranty and Maintenance, shall be provided during the warranty period, the post-warranty maintenance period, if desired by the State, and any subsequent annual maintenance period(s) desired by the State.
- D). The Contractor must be licensed and bonded in the State of Montana.
- E). The Contractor must be certified by an approved wireless equipment manufacturer, and adhere to industry standard engineering, installation and testing procedures.
- F). All labor must be performed by competent and skilled technicians, and all work shall be executed in strict accordance with the best practice of the trades.
- G). Materials and workmanship shall meet or exceed industry standards. Cable integrity and associate terminations' shall be thoroughly inspected, fully tested, and guaranteed as free from defects, transpositions, open-shorts, tight kinks, etc.
- H). The Contractor shall own and maintain any tools and equipment necessary for successful installation, maintenance, and testing of the Wireless Telecommunications Equipment.
- I). Approval of alternate or substitute equipment or material in no way voids Contract document requirements. Under no circumstances shall the State be required to prove that an item proposed for substitution is not equal to the specified item. It shall be mandatory that the Contractor submit to the State all evidence to support his contention that the item proposed for substitution is equal to the contract specified item. The State's decision as to the equality of substitution shall be final, and without further recourse.

2. PURCHASE

- A). The Contractor shall supply a Manufacturer Current List Price (MLP) for the product lines and a discount off that List price. This MLP will be updated annually, or sooner, as Manufacturer List Prices and/or part numbers change. Contractors must also indicate the date or version of the list price. The listed discount off of the Manufacturer List Price shall include ground shipping to Helena, Montana. The State reserves the right to order any Wireless Telecommunications Equipment from the product

## WIRELESS TELECOMMUNICATIONS EQUIPMENT

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lines awarded with the same discount percentage off of the MLP.

- B). Incidental items used to install the systems shall be supplied at manufacture's list price with discount for those items (freight included to Helena). Such items could be antenna mounting poles, tape, conduit, etc.

### 3). INSTALLATION

The following terms and conditions shall apply to the installation of the wireless telecommunications equipment.

- A). Installation costs (including all necessary materials, labor, etc.) are the responsibility of the successful Contractor.
- B). All work and materials will comply with all applicable State and Federal laws, municipal ordinances, regulations and direction of inspectors appointed by proper authorities having jurisdiction. If code violations occur, the successful Contractor will correct deficiencies or situations at no cost to the State.
- C). Contractor will be required to present to the State two complete sets of as-built drawings for each installation.
- D). Contractor shall at all times keep the premises free from the accumulation of rubbish and other waste material. Unless otherwise specified, all material and equipment removed during demolition and not specified to be reused or salvaged by the State shall become property of the Contractor and shall be removed from the premises promptly.
- E). Contractor shall take all reasonable precautions to prevent injury or loss to the work, adjacent property, the public and all employees on the job or other persons affected thereby.
- F). Contractor shall do a Site Survey on each installation in order to determine the optimum utilization of networking components and to maximize range, coverage and infrastructure performance. Contractor must familiarize himself with the local conditions under which the work is to be performed and correlate his observations with the requirements of the contract documents. Contractor needs to consider operating and environment conditions, such as data rates, antenna type and placement, etc. No allowance will be made for claims for concealed conditions which the Contractor, in exercise or reasonable diligence in its observation of the site and review of the local conditions under which the work is to be performed, learned, or should have learned of, unless otherwise specifically agreed to by the State in writing.
  - 1). Contractor must include in any Site Survey, the site planning and radio path certification using EDX SignalPro or equivalent.
  - 2). Contractor is responsible for obtaining any permits and/or licenses required for any installations performed under this contract.

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- G). Before ordering any materials or doing any work Contractor shall verify physical environments, obstructions, building materials, all line of sight requirements, any interference problems, measurements and be responsible for correctness of same.  
  
No extra charge or compensation will be allowed for duplicate work or material required because of an unverified difference between an actual dimension and the measurement indicated in the drawings. Any discrepancies found shall be submitted in writing to the State for consideration before proceeding with the work.
- H). Contractor will coordinate ordering and installation of all equipment with the State, so as to not delay the job or impact the schedule required.
- I). Contractor shall set all equipment to accurate line and grade, level all equipment and align all equipment components.
- J). No equipment shall be hidden or covered up prior to inspection by the State's representative. All work that is determined to be unsatisfactory shall be corrected immediately.
- K). All work shall be installed level and plumb, parallel and perpendicular to other building systems and components.
- L). Contractor shall replace all ceiling tiles damaged by work performed and must also include the following:
  - 1). Painting for all cut and patch work performed;
  - 2). Painting for damage to existing wall and ceiling surfaces.
- M). Fire-Stopping for opening through Fire and Smoke Rated Wall and Floor Assemblies:
  - 1). Provide materials and products listed. The system shall meet the requirements of "Fire Tests of Through-Penetration Fire-Stops" designated by ASTM E814. To be used inside all conduits and sleeves. Caulk on exterior of conduit penetration.
  - 2). Provide fire-stop system seals at all locations where conduit, fiber, cable trays, cable/wires, and similar utilities pass through or penetrate fire rated wall or floor assembly. Provide fire-stop seal between sleeve and wall for drywall construction.
  - 3). The minimum required ratings of the wall or floor assembly shall be maintained by the fire-stop system. The installation shall provide an air and watertight seal.
  - 4). Provide fire-stop pillows for existing cable tray penetrations through firewalls.

### 3. WARRANTY AND MAINTENANCE

The following terms and conditions will apply to the warranty period, and to subsequent years of contracted maintenance, if the State elects to contract with the successful Contractor beyond the warranty period.

- A). Contractor must warranty all parts and labor for the installed Wireless Telecommunications Equipment for a minimum of one year from the date of the State's acceptance of the system.

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- 1). Contractor's warranty must be in writing to the State. The written warranty must include the warranty provisions, contact person, contact phone number, length of warranty, and the start date of the warranty for each project.
- B). Contractor must provide maintenance on the current systems the State has installed at various locations and any new systems installed, at the sole discretion of the State.
  - 1). Current point-to-point and point-to-multipoint systems with the type of Aironet Bridges at each site, that maintenance will be provided for by the Contractor.

**Helena Systems:**  
Steamboat Building, 616 Helena Avenue (BR500E Bridge) to the Old Shodair Hospital, 840 Helena Avenue (BR500E Bridge)

Steamboat Building, 616 Helena Avenue (BR500E Bridge) to both the 555 Fuller Avenue (BR500E Bridge) and the Burrington Building, 600 N. Park Avenue (BR500E Bridge). Note: These two antenna locations are joined together, with a single coax termination to the bridge.

**Warm Springs: State Hospital Systems**  
Maintenance Building (BR2040T Bridge) to the Receiving Building (BR2040T Bridge)

Receiving Building to the Commissary Building (BR2040T Bridge)  
Note: The Receiving Building has an Omni Antenna and one bridge.

**Optional maintenance, solely at the State's discretion:**  
**Deerlodge System: Montana State Prison**  
Business Office (BR500E Bridge) to Tower 2 (BR500E Bridge) to the Armory (BR500E Bridge).
- C). Contractor shall be responsible for and make good, without expense to the building owner, and/or the State, any and all defects arising during this warranty period that are due to imperfect materials/equipment, appliances, improper installation or poor workmanship, including any and all shipping and handling costs regarding all warranty work.
- D). During any equipment warranty period the Contractor will supply to the State, at no additional costs, all firmware and software upgrades.
- E). Contractor shall be the **single point of contact** for any troubles associated with the system(s) specified in the IFB/Contract. The State will not deal with any third parties with regard to trouble calls.
- F). Trouble calls will be made to Todd Wiley, Information Systems, Inc., at 406-443-8386 or 406-594-8386 (cellular number), 639 Helena Avenue, Suite C, Helena, MT. Contractor will handle the trouble calls and repairs from the discovery and reporting of the trouble until the trouble is cleared.

## WIRELESS TELECOMMUNICATIONS EQUIPMENT

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- 1). Trouble logs must be made available to the State, if requested.
- G). Trouble escalation will be made to Michael Marlow, Information Systems, Inc., at 406-443-8386 or 406-594-4234 (cellular number), 639 Helena Avenue Suite C, Helena, MT. If need be Cisco/Aironet Technical Support (which can include a factory technician) will be involved in the trouble resolution.
- H). In the event of a failure of the equipment, the Contractor will make every effort to ensure that the State's service will not be interrupted.
  - 1). Spare Equipment (Parts). The State will be responsible for providing a minimum level of spare equipment (parts) to be cached with the Contractor.
- I). Contractor shall respond to trouble reports by commencing work on the outage as follows:
  - 1). Major Trouble - Provide technical assistance from a support technician within 30 minutes of notification, Monday through Friday, 7am to 7pm. If on-site technical assistance is required, the Contractor shall be able to provide a qualified technician, on-site, ready and equipped to handle the problem, within 4 hours of notification, Monday through Friday, 7am to 7pm. If the State reports a trouble after 3pm, the State will allow the Contractor to be on-site the next business day, depending on the location of the trouble. On a rare occasion, the State may require the Contractor to respond to a trouble report on a weekend. The State will expect the successful Contractor to work cooperatively with the State.
    - a). Major trouble is defined as: Complete outage of equipment, no data transmission on system.
  - 2). Minor Trouble - Provide technical assistance from a support technician within one hour or have a qualified technician on site as appropriate, by the next day of notification, 24 hours per day, 7 days per week.
    - a). Minor trouble is defined as: Errors in data transmission.

**ATTACHMENT B**

**ACCEPTANCE CERTIFICATE**

TO: INFORMATION SYSTEMS OF MONTANA, INC.

In accordance with the terms of the Wireless Telecommunications Equipment Contract dated August 1, 2001, between Information Systems of Montana, Inc. and the STATE OF MONTANA, the State hereby certifies and represents to, and agrees with, Information Systems of Montana as follows:

1. The Services, as such term is defined in the Contract, have been delivered and installed at the locations specified and accepted on the date indicated below.
2. The State has witnessed such inspection and/or testing of the service as it deems necessary and appropriate and acknowledges that it accepts the services for all purposes.

By: \_\_\_\_\_  
State of Montana  
Department of Administration  
Information Technology Services Division

Date: \_\_\_\_\_



**ATTACHMENT C**

**EQUIPMENT PURCHASE, INSTALLATION, AND MAINTENANCE PRICING**

**Please contact ITSD for current pricing.**